

JS 44 (Rev 09/10)

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA****CIVIL COVER SHEET**

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law.

Plaintiff(s):

First Listed Plaintiff:
Professionals, Inc. d.b.a. Professionals Auto Body,
Assignee/POA John Miller ;
1 Citizen of This State;
County of Residence: Blair County

Defendant(s):

First Listed Defendant:
Teachers Insurance Company ;
5 Incorporated and Principal Place of Business in Another
State; Illinois
County of Residence: Outside This District

County Where Claim For Relief Arose: Blair County**Plaintiff's Attorney(s):**

Mr. James R Huff II ()
Forr, Stokan, Huff, Kormanski & Naugle
1701 Fifth Avenue
Altoona, Pennsylvania 16602
Phone: 814-946-4316
Fax:
Email:

Defendant's Attorney(s):

Ms. Virginia King ()
Goldberg, Miller & Rubin
121 South Broad Street
PHILADELPHIA, Pennsylvania 19107
Phone: 215-745-3994
Fax: 215-735-1133
Email: vking@gmrlawfirm.com

Basis of Jurisdiction: 4. Diversity of Citizenship**Citizenship of Principal Parties (Diversity Cases Only)****Plaintiff:** 1 Citizen of This State**Defendant:** 5 Incorporated and Principal Place of Business in Another State**Origin:** 2. Removed From State Court**State Removal County:** Blair County**State Removal Case Number:** 2017GN2447**Nature of Suit:** 110 Insurance Contracts**Cause of Action:** Breach of Contract and Bad Faith**Requested in Complaint****Class Action:** Not filed as a Class Action**Monetary Demand (in Thousands):** excess of 75,000

Jury Demand: Yes

Related Cases: Is NOT a refiling of a previously dismissed action

Signature: Virginia King

Date: 10/11/17

If any of this information is incorrect, please close this window and go back to the Civil Cover Sheet Input form to make the correction and generate the updated JS44. Once corrected, print this form, sign and date it, and submit it with your new civil action.

**IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA**

<u>PROFESSIONALS, INC., d.b.a.</u>	:	
PROFESSIONALS AUTO BODY,	:	
ASSIGNEE/ POA, JOHN MILLER	:	
	:	
v.	:	No:
	:	
<u>TEACHERS INSURANCE COMPANY</u>	:	

NOTICE OF REMOVAL OF ACTION PURSUANT TO 28 U.S.C. §1441

Defendant, Teachers Insurance Company, hereby submits notice to the United States District Court for the Middle District of Pennsylvania for the removal of the above entitled action to this Court and, in support thereof, respectfully represents:

Defendant is a corporation organized and existing under the laws of the State of Illinois, having its principal place of business located in the State of Illinois, and therefore, is a citizen of Illinois for purposes of determining diversity. 28 U.S.C. § 1332(c)(1).

1. Upon information, knowledge and belief, Plaintiff is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business located in the Commonwealth of Pennsylvania.

2. At all times material hereto, Defendant was duly registered to do, and was doing, business in the Commonwealth of Pennsylvania.

3. On or about September 25, 2017, Plaintiff instituted the above action, by way of Complaint in the Pennsylvania Court of Common Pleas, Blair County,

Docket No. 2017 GN 2447. A copy of Plaintiff's Complaint is attached as Exhibit A.

4. Plaintiff's Complaint asserts two claims against Defendant: (1) Breach of Contract; and (2) a Statutory Bad Faith based on Plaintiff's claim for collision coverage benefits as assignee of the rights of John Miller, who was insured with Teachers Insurance Company at the time of the accident described in Plaintiff's Complaint. (Complaint, Counts I and II).

5. The count for Breach of Contract in Plaintiff's Complaint seeks damages in the amount of \$4,768.41 plus interest for the detention of said funds and all costs of suit. (Complaint, Count I, WHEREFORE clause).

6. The count for Statutory Bad Faith in Plaintiff's Complaint alleges that Plaintiff is entitled to attorney's fees, costs and punitive damages, and includes, per the cited statute 42 Pa. C.S.A. §8371, interest on the amount of Plaintiff's Claim against Defendant from the date the claim was first made at a rate equal to the prime rate plus three percent (3%). (Complaint, Count II).

7. Pennsylvania's Bad Faith statute makes punitive damages available to Plaintiff and, in theory, makes the amount in controversy in excess of \$75,000, thereby satisfying the amount in controversy requirement. *Koerner v. GEICO Casualty Company*, Civ. No 3:17-cv-455, 2017 WL 2180357 (M.D. Pa. May 18,

2017) (citing *Golden v. Golden*, 382 F.3d 348, 355 (3rd Cir. 2004), superseded on other grounds by *Marshall v. Marshall*, 126 S.Ct. 1735, 164 L.Ed.2d 480 (2006)).

8. A fair reading of Plaintiff's Complaint seeking the amount of the property damages, plus costs of suit, attorney's fees, punitive damages and interest on the amount from the date the claim was first made at a rate equal to the prime rate plus three percent (3%), reveals Plaintiff is seeking damages in excess of \$75,000.

9. As such, the amount in controversy is in excess of seventy five thousand dollars (\$75,000) exclusive of interest and costs.

10. Diversity of citizenship existed at the time the action sought to be removed was commenced and continues to the time of the filing of this Notice. Therefore, as to said claim and cause of action, Defendant is entitled to removal pursuant to 28 U.S.C. §1441, *et seq.*

11. This Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b) as it is being filed within thirty (30) days after receipt by Defendant of Plaintiff's Complaint.

12. Pursuant to 28 U.S.C. § 1446(d), Teachers Insurance Company has filed this Notice with this Court and is simultaneously serving a copy of this Notice upon counsel for all parties, and is filing a copy in the Court of Common Pleas of Blair County, Pennsylvania.

WHEREFORE, the above action now pending against Defendant in the Pennsylvania Court of Common Pleas, Blair County, is removed therefrom to this Honorable Court.

Respectfully submitted,

GOLDBERG, MILLER & RUBIN P.C.

BY:



Virginia King, Esquire
I.D. NO. 202238
Suite 1600, North American Building
121 South Broad Street
Philadelphia, PA 19107
(215) 735-3994
Attorney for Defendant

Date: 10/11/17

EXHIBIT A

: IN THE COURT OF COMMON PLEAS OF
: BLAIR COUNTY, PENNSYLVANIA

• • • • •

: NO. 2017 GN 2447

: CIVIL ACTION - LAW
: JURY TRIAL DEMANDED

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within **TWENTY (20) DAYS** after this **COMPLAINT** and **NOTICE** are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the **COMPLAINT** or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

James R. Huff II Esquire

James R. Huff, II, Esquire
 For, Stokan, Huff, Kormanski & Naugle
 Attorneys at Law
 1701 Fifth Avenue
 Altoona, Pa. 16602
 (814) 946-4316
 State I.D. #33270

PROFESSIONALS, INC.,
d.b.a. PROFESSIONALS AUTO BODY,
Assignee/POA, JOHN MILLER
Plaintiffs

Vs.

TEACHERS INSURANCE COMPANY
Defendant

: IN THE COURT OF COMMON PLEAS OF
: BLAIR COUNTY, PENNSYLVANIA
:
:
:
:
:
:

: NO. 2017 GN 2447
:

: CIVIL ACTION - LAW
: JURY TRIAL DEMANDED

CIVIL COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT :

Now, to wit, comes the Plaintiffs, **PROFESSIONALS, INC., d.b.a. PROFESSIONALS AUTO BODY** as Assignee/POA for **JOHN MILLER**, who by and through their attorneys, Forr, Stokan, Huff, Kormanski & Naugle, Esquire files this their Civil Complaint and respectfully represent as follows:

1. **PROFESSIONALS, INC.**, is a Pennsylvania corporation d.b.a. **PROFESSIONALS AUTO BODY**, with an office address of 1109 Plank Road, Duncansville, PA 16635.
2. **JOHN MILLER** is an adult individual with a last known address of 350 Cedar Heights Drive, Duncansville, PA 16635. **TEACHERS INSURANCE COMPANY** is an automobile insurer authorized and licensed to do business in the Commonwealth of Pennsylvania with a business address of P.O. Box 962, Morrisville, NC 27560-0962.

COUNT I.

BREACH OF CONTRACT

3. At all relevant times hereto, **JOHN MILLER** was the owner of a 2011 Ford F 150 SuperCrew Truck which was damaged on or about March 27, 2017.
4. At all relevant times hereto, Mr. Miller's vehicle was insured by Defendant, **TEACHERS INSURANCE COMPANY** which was responsible for covering the cost of repairs to Mr. Miller's 2011 Ford Truck.
5. Following the accident on or about March 27, 2017, Mr. Miller selected **PROFESSIONALS AUTO BODY** to perform any and all necessary and reasonable repairs for his vehicle as he is so permitted pursuant to Pennsylvania Law.
6. **TEACHERS INSURANCE COMPANY** was required under its policy to make payment for reasonable and necessary repairs to Mr. Miller's vehicle.
7. On or about April 04, 2017, **JOHN MILLER** executed an authorization in order for **PROFESSIONALS AUTO BODY** to handle his claim and the repairs. A true and correct copy of said authorization is attached hereto, made a part hereof, marked as **EXHIBIT A** and is hereby and hereinafter incorporated by reference.
8. On or about May 12, 2017, **JOHN MILLER** executed an assignment of proceeds in order to allow **PROFESSIONALS AUTO BODY** to pursue any amounts unpaid with respect to the repair of his vehicle. A true and correct copy of said authorization is attached hereto, made a part hereof, marked as **EXHIBIT B** and is hereby and hereinafter incorporated by reference.

9. The reasonable and necessary cost of repairs to the Miller vehicle amounted to Eight Thousand Three Hundred Twelve Dollars and Seventy-Four Cents (\$8,312.74) however, **TEACHERS INSURANCE COMPANY** breached its contract with JOHN MILLER in failing and/or refusing to pay the reasonable and necessary cost of repairs and as the date of the filing of the instant complaint there continues to remain an outstanding balance due and owing of Four Thousand Seven Hundred Sixty Eight Dollars and Forty-One Cents (\$4,768.41). Attached hereto is EXHIBIT C is the **PROFESSIONALS AUTO BODY** unpaid damage report which is hereby and hereinafter incorporated by reference, the same is set forth here and at length and which shows an unpaid balance of Four Thousand Seven Hundred Sixty Eight Dollars and Forty-One Cents (\$4,768.41). **TEACHERS INSURANCE COMPANY** has communicated to **PROFESSIONALS AUTO BODY** that it will not pay for and/or reimburse **PROFESSIONALS AUTO BODY** for the repair charges associated with the repair of the Miller vehicle despite the fact that the same was necessary and reasonable for bringing the vehicle back to its pre-loss condition.
10. **TEACHERS INSURANCE COMPANY** is obligated to pay for and/or reimburse **PROFESSIONALS AUTO BODY** for all the repair charges involved in **PROFESSIONALS AUTO BODY** repair of the damaged vehicle pursuant to the underlying insurance policy.
11. As a result of the actions of **TEACHERS INSURANCE COMPANY**, **PROFESSIONALS AUTO BODY** was and continues to be damaged.

12. Despite repeated demand, **TEACHERS INSURANCE COMPANY** has failed to pay the necessary and appropriate charges for services, labor, and material provided in repairing the Miller vehicle thus breaching its contract with **JOHN MILLER**.
13. Defendant, **TEACHERS INSURANCE COMPANY**, has breached its policy/contract by failing and/or refusing to pay for and/or reimburse **TEACHERS INSURANCE COMPANY** for the repair of its policyholder's damaged vehicle pursuant to the terms of the underlying policy/contract.
14. As a direct and proximate result of **TEACHERS INSURANCE COMPANY** breach, **PROFESSIONALS AUTO BODY** has been damaged to the extent that there are monies due and owing to **PROFESSIONALS AUTO BODY** in the amount of Four Thousand Seven Hundred Sixty Eight Dollars and Forty-One Cents (\$4,768.41).

WHEREFORE, PROFESSIONALS AUTO BODY enters judgment against Defendant, **TEACHERS INSURANCE COMPANY** in the amount of Four Thousand Seven Hundred Sixty Eight Dollars and Forty-One Cents (\$4,768.41) plus interest for the detention of said funds and all costs of suit.

COUNT II.

BAD FAITH

15. Numbered items 1 through 14 are hereby and hereinafter incorporated by reference, the same is set forth here and at length.
16. As a result of Defendant, **TEACHERS INSURANCE COMPANY's** unjustified refusal to pay the sums due and owing, **PROFESSIONALS AUTO BODY** has had to expend

additional sums of money for attorneys to pursue full and proper payment for those sums expended to repair **JOHN MILLER's** vehicle.

17. **TEACHERS INSURANCE COMPANY's** wanton and wrongful conduct in denying reimbursement for those sums expended in repairing its insured vehicle does thus entitle **PROFESSIONALS AUTO BODY** to repayment of those attorney's fees accrued in pursuit of reimbursement of those repair costs incurred relative to Mr. Miller's vehicle. Such attorney's fees would not have been incurred but for **TEACHERS INSURANCE COMPANY's** wrongful misconduct in denying reimbursement for reasonable and necessary repairs to its insured vehicle.

18. It is believe and therefore averred that **TEACHERS INSURANCE COMPANY's** mishandling of the claim and failure to otherwise fully, timely and properly investigate and pay the claim involved violates the Unfair Insurance Practices Act (40PS §1171.1 et seq.) and/or the Unfair Claim Settlement Practices Regulations (31PA Code §146.1 et seq.) and therefore does constitute "bad faith" pursuant to 42PA CSA §8371, which statute does authorize and award for attorney's fees, costs and punitive damages.

WHEREFORE, PROFESSIONALS AUTO BODY demands judgment against Defendant, **TEACHERS INSURANCE COMPANY** for damages in the amount of Four Thousand Seven Hundred Sixty Eight Dollars and Forty-One Cents (\$4,768.41) plus interest, attorney's fees, punitive damages, litigation costs and any other relief which your Honorable Court deems appropriate and just.

And it shall ever pray.

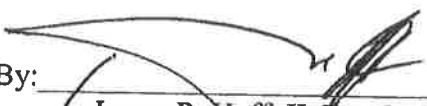
9/21

, 2017

Respectfully Submitted,

Forr, Stokan, Huff, Kormanski & Naugle

By:



James R. Nuff, II, Esquire
Attorneys for Plaintiff
1701 Fifth Avenue
Altoona, PA 16602
(814) 946-4316
State I.D. #33270



Authorization To Help Handle Your Claim And Repairs.

One reason we require an authorization is due to the "privacy act" which requires your permission to make calls on your behalf. Our goal is to also make sure you receive the highest quality and service at a fair price. Please read the following very carefully and feel free to ask any questions. Thank you for letting Professionals Auto Body repair your vehicle.

Professionals Auto body will take the time to complete the paper work and phone calls regarding your claim. We sometimes need a little help from you, but we will let you know if it is necessary. We need you to provide us with as much information as you can, so we can expedite your claim and get started with your repairs.

If for any reason you do not have us do your repairs, after we have taken the time to handle your claim, you will be responsible for a \$125.00 fee. If parts are ordered, you will be responsible for a 35% return and restocking fee.

If for any reason you may not have us do the repair, Do Not Sign This Agreement. Feel free to seek other repair shops for your estimates and/or repairs. I want to emphasize that we do what to do your repairs!

Finally, this authorization form allows us to concentrate on customers that are serious about Professionals Auto Body doing their repairs. We seek to give them the time and service that we are known for in this area.

I understand and agree to the above, intending to be legally hereby, this 4 day of April 2017

Customer ☒ John T. Miller Date ☒ 4-4-2017

ASSIGNMENT OF PROCEEDS

John Miller, hereinafter "Customer," has suffered damages to his/her vehicle following an accident. The repairs required following Customer's accident and for which Customer utilized the services of Professionals Auto Body do constitute a compensable loss under an insurance policy. Those repairs are to be paid for by Huacamon, hereinafter "Insurer," according to the terms of the underlying policy.

Customer has a right to payment of all costs that were necessary for repair of his/her vehicle, and Insurer is obligated by the applicable insurance policy to pay for such repair costs. The repair costs that Insurer is obligated to pay do constitute "proceeds" of the policy.

In consideration of Professionals Auto Body's agreement to make all repairs to Customer's damaged vehicle, Customer desires to and does hereby assign to Professionals Auto Body any and all right, claim or other interest in any proceeds necessary to pay for repairs to Customer's vehicle as stated in the attached contract for repairs. As such, Professionals Auto Body is entitled to pursue payment of all proceeds of the insurance policy from Insurer in the amount of \$ 4768.41 as stated in the attached contract for repairs.

If any portion of the above agreement should be found unenforceable by a court of law, the remainder of the agreement shall remain operative, valid and enforceable.

If any portion of the above agreement should be found to be invalid, Customer (Assignor) shall still be held liable to Professionals Auto Body (Assignee) for the total amount of repairs as

set forth in the contract for repairs. This agreement does not in any way diminish the right of Professionals Auto Body to pursue payment for the repairs it has made to Customer's (Assignor's) vehicle as stated in the contract for repairs.

This agreement is the entire agreement relative to the assignment of Customer's rights to pursue payment from Insurer for those repairs of Customer's vehicle set forth in the attached contract for repairs. Any other agreement that may be made relative to Customer's rights to pursue payment from Insurer for repairs of Customer's vehicle as set forth in the attached contract for repairs shall be held invalid and superseded by this assignment of Customer's rights.

For the mutual exchange of promises and intending to be legally bound hereby, witness my hand and seal this 12 day of May, 2017 A.D.

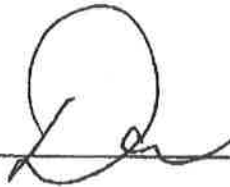
CUSTOMER:



PROFESSIONALS AUTO BODY:

DATE:

5/12/17



PAB Unpaid Damage Report

Handwritten:
Howard
Insurance

**PROFESSIONALS AUTO BODY,
INC._CF**

1109 PLANK ROAD, DUNCANSVILLE, PA 16635
Phone: (814) 696-8466
FAX: (814) 696-8567

Workfile ID: 7ae1ba9f

Preliminary Supplement 4 Summary

Customer: MILLER, JOHN

Written By: Guest Guest

Insured: MILLER, JOHN
Type of Loss: Other
Point of Impact: 03 Right T-Bone (Right Side)

Policy #:
Date of Loss:

Claim #: 14988S-01
Days to Repair: 9

Owner:
MILLER, JOHN
350 CEDER HEIGHTS DR
DUNCANSVILLE, PA 16635
(814) 312-3615 Cell
(814) 696-0803 Day

Inspection Location:
PROFESSIONALS AUTO BODY, INC._CF
1109 PLANK ROAD
DUNCANSVILLE, PA 16635
Repair Facility
(814) 696-8466 Business

Insurance Company:
HORACE MANN INSURANCE COMPANY
EASTERN CLAIMS SERVICE DISTRICT -RALEIGH
MORRISVILLE

VEHICLE

2011 FORD F-150 XLT SuperCrew 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection silver

VIN: 1FTFW1ETX8FC16973	Interior Color: gray	Mileage In: 61,880	Vehicle Out:
License: YSL4594	Exterior Color: silver	Mileage Out:	
State: PA	Production Date: 6/2011	Condition: Good	Job #:

TRANSMISSION

Automatic Transmission
Overdrive
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR

Dual Mirrors

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control

Keyless Entry
Alarm

Message Center

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

SEATS

Cloth Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

TRUCK

Rear Step Bumper

Preliminary Supplement 4 Summary

Customer: MILLER, JOHN

2011 FORD F-150 XLT SuperCrew 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection silver

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Changed Items							
76	#	S03	Supplemental PROCESS Fee	1			
77	#	S04	Supplemental PROCESS Fee	1	80.00		
77	#	S03	delay storage 5/1	8			
78	#	S04	delay storage 5/1	12	900.00		
Deleted Items							
79	#	S03	DIFFERENCE body Labor Hours	1		8.8	
80	#	S03	DIFFERENCE Paint Labor Hours	1			16.1
81	#	S03	DIFFERENCE Parts & Materials	1	319.60		
SUBTOTALS					1,299.60	8.8	16.1

RATE CHANGES

Body Labor	(Est)	42.9 hrs	@	\$ 18.00 /hr	(52.00	to	70.00)	=	772.20
Body Labor	(S02)	0.3 hrs	@	\$ 18.00 /hr	(52.00	to	70.00)	=	5.40
Body Labor	(S03)	-8.8 hrs	@	\$ 18.00 /hr	(52.00	to	70.00)	=	-158.40
Paint Labor	(Est)	28.3 hrs	@	\$ 18.00 /hr	(52.00	to	70.00)	=	509.40
Paint Labor	(S03)	-16.1 hrs	@	\$ 18.00 /hr	(52.00	to	70.00)	=	-289.80
Body Supplies	(Est)	17.0 hrs	@	\$ 0.50 /hr	(0.00	to	0.50)	=	8.50
Paint Supplies	(Est)	28.3 hrs	@	\$ 8.00 /hr	(32.00	to	40.00)	=	226.40
Paint Supplies	(S03)	-16.1 hrs	@	\$ 8.00 /hr	(32.00	to	40.00)	=	-128.80

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			1,299.60
Additional Supplement Labor			2,581.80
Additional Supplement Materials/Supplies			617.10
Subtotal			4,498.50
Sales Tax	\$ 4,498.50 @	6.0000 %	269.91
Total Supplement Amount			4,768.41
NET COST OF SUPPLEMENT			4,768.41

Preliminary Supplement 4 Summary

Customer: MILLER, JOHN

2011 FORD F-150 XLT SuperCrew 145" WB 4WD 4D P/U 6-3.5L Turbocharged Gasoline Direct Injection silver

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	7,498.97	Robert Brickner
Supplement S01	-4,893.54	Guest Guest
Supplement S02	546.76	Guest Guest
Supplement S03	392.14	Guest Guest
Supplement S04	4,768.41	Guest Guest
Job Total:	\$ 8,312.74	
CUSTOMER PAY:	\$ 500.00	
INSURANCE PAY:	\$ 7,812.74	

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED: D=DISCONTINUED PART A=APPROXIMATE PRICE B=BODY LABOR D=DIAGNOSTIC E=ELECTRICAL F=FRAME G=GLASS M=MECHANICAL P=PAINT LABOR S=STRUCTURAL T=TAXED MISCELLANEOUS X=NON TAXED MISCELLANEOUS ADJ=ADJACENT ALGN=ALIGN A/M=AFTERMARKET BLND=BLEND CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION D&R=DISCONNECT AND RECONNECT EST=ESTIMATE EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY INCL=INCLUDED MISC=MISCELLANEOUS NON-ADJ=NON ADJACENT O/H=OVERHAUL OP=OPERATION NO=LINE NUMBER QTY=QUANTITY RECOND=RECONDITION REFN=REFINISH REPL=REPLACE R&I=REMOVE AND INSTALL R&R=REMOVE AND REPLACE RPR=REPAIR RT=RIGHT SECT=SECTION SUBL=SUBLET LT=LEFT W/O=WITHOUT W/_=WITH/_ #=MANUAL LINE ENTRY *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED]. **=DATABASE LINE WITH AFTERMARKET N=NOTES ATTACHED TO LINE NAGS=NATIONAL AUTO GLASS SPECIFICATIONS. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

THE ATTACHED ESTIMATE REPRESENTS AN APPRAISAL OF THE COST OF REPAIR FOR THE VISIBLE DAMAGE TO THE VEHICLE NOTED AT THE TIME OF INSPECTION NECESSARY TO RETURN THE VEHICLE TO ITS PREDAMAGED CONDITION. COSTS ABOVE THE APPRAISED AMOUNT MAY BE THE RESPONSIBILITY OF THE VEHICLE OWNER. THERE IS NO REQUIREMENT THAT THE VEHICLE OWNER USE ANY SPECIFIED REPAIR SHOP. INFORMATION REGARDING REPAIR FACILITIES WHICH WILL BE ABLE TO REPAIR THE VEHICLE FOR THE APPRAISED AMOUNT IS AVAILABLE FROM THE INSURANCE COMPANY. IF USED PARTS ARE SPECIFIED, THEY ARE REQUIRED TO BE OF LIKE KIND AND QUALITY TO THOSE BEING REPLACED. INCIDENTAL CHARGES SUCH AS TOWING, PROTECTIVE CARE, CUSTODY, STORAGE, DEPRECIATION, BATTERY AND TIRE REPLACEMENT ARE NOTED WHEN APPLICABLE.

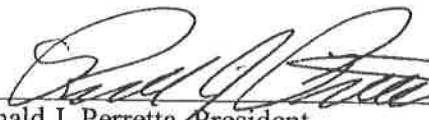
Estimate calculated using a preset user threshold amount for the paint and material cost.

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF BLAIR :

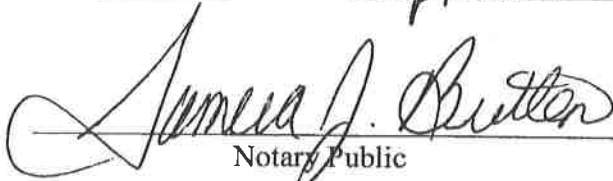
SS.

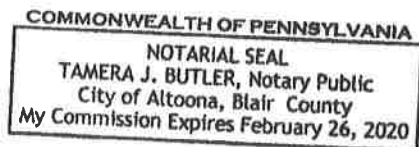
Personally appeared before me, the undersigned authority, a Notary Public, **Ronald J. Perretta, President of Professionals Auto Body**, who, being duly sworn according to law, doth depose and say that the facts and statements set forth in the **Civil Complaint** are true and correct to the best of his knowledge, information and belief.

 (SEAL)
Ronald J. Perretta, President
Professionals Auto Body

Sworn and subscribed to before me

this 21st Day of September A.D., 2017.


Notary Public





Blair County, Pennsylvania

Prothonotary

[Log Off](#)

© 2013 INFOCON CORPORATION, All Rights Reserved

10/11/2017 - 1:38 PM

Functions

ENTER
DONE
EXIT
E-MAIL
BACK

Prothonotary - Inquiry - Dockets Entries

Case No: **2017-02447**Filed Date/Time: **08/31/2017 3:05**Case Type: **CIVIL APPEALS - JUDICIAL: MDJ (MONEY JUDGMENT)**Caption: **PROFESSIONAL AUTO BODY (vs) TEACHERS INC COMPANY**

Position to Date: 00/00/0000

Position to Page: of 1

Sel	Date	Description	Pages	Img
	08/31/2017	NOTICE OF APPEAL FROM DISTRICT JUSTICE JUDGMENT WITH PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE COMPLAINT FILED BY ATTY KING ON BEHALF OF DEFENDANT		
	09/08/2017	CERTIFICATE OF SERVICE FILED BY ATTY KING		
	09/25/2017	COMPLAINT FILED BY ATTY HUFF		

Bottom

**IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA**

PROFESSIONALS, INC., d.b.a.
PROFESSIONALS AUTO BODY,
ASSIGNEE/ POA, JOHN MILLER

v.

No:

TEACHERS INSURANCE COMPANY


CERTIFICATE OF SERVICE

I hereby certify that on the date written below, a true and correct copy of the Notice for Removal pursuant to 28 U.S.C. §1441 filed by Defendant, Teachers Insurance Company, was served upon the following by United States first class mail, postage pre-paid, addressed as follows:

James R. Huff, II, Esquire
1701 Fifth Avenue
Altoona, PA 16602

GOLDBERG, MILLER & RUBIN P.C.

BY:



Virginia King, Esquire
I.D. NO. 202238
Suite 1600, North American Building
121 South Broad Street
Philadelphia, PA 19107
(215) 735-3994
Attorney for Defendant

Date: 10/11/17